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Attorneys for Engineered Structures, Inc. ("ESI")

UNITED STATES BANKRUPTCY COURT

EASTERN DISTRICT OF VIRGINIA

In re
CIRCUIT CITY STORES, INC., et al.,

Debtors.

Chapter 11

Case No. 08-35653 (KRH)

(Jointly Administered)

Engineered Structures, Inc. ("ESI")
Plaintiff

v.

Circuit City Stores, Inc.

Defendant

AFFIDAVIT OF ROB SHOCKLEY

STATE OF IDAHO)
)
) ss.

County of Ada)

ROB SHOCKLEY being first duly sworn upon his oath, deposes and states:

1. That I am the Vice President of Risk Management and Counsel for Plaintiff Engineered Structures, Inc. ("ESI") and have personal knowledge of the matters stated in this Affidavit. I am over eighteen (18) years of age and am competent to testify to the matters set forth herein.

2. I have personal knowledge of the four (4) ESI/Circuit City Contracts which are the subject of ESI's Motion to Terminate Automatic Stay.

3. With respect to Circuit City Store #3745 in Santa Clarita, California, I submit the following:

a. On or about February 13, 2008, ESI entered into a construction contract with Circuit City for the construction of Store #3745 in Santa Clarita, California ("Santa Clarita Contract").

b. On April 25, 2008, ESI served a pre-lien notice on Circuit City, the Reputed Owner, and the Reputed Construction lender or Lessee with respect to ESI's work on the Santa Clarita store. A true and correct copy of ESI's Preliminary Notice and the documents evidencing service of said notice is attached hereto as **Exhibit "A"**.

c. On or about November 10, 2008, ESI was owed approximately \$753,349.93 on the Santa Clarita Contract. Of the \$753,349.93 due and owing to ESI, \$559,744.01 is due directly to subcontractors who performed work and/or supplied materials to the Santa Clarita Circuit City store. Circuit City's online billing site (Expesite) reflects that Circuit City has the same final numbers as ESI.

d. On November 24, 2008, ESI filed a Mechanic's Lien on the real property and, in addition, on Circuit City's leasehold interest therein. Attached hereto as **Exhibit "B"** is a true and correct copy of ESI's Mechanic's Lien ("Santa Clarita Lien"). The last day upon which ESI can foreclose its Santa Clarita lien is February 20, 2009.

e. On or about December 8, 2008, ESI received notice that General Masonry and Concrete, Inc., the masonry subcontractor, recorded a Mechanic's Lien in the amount of \$40,472.30.

f. On or about December 22, 2008, California Commercial Wiring, the electrical contractor on the Santa Clarita store, filed a lawsuit in the Superior Court of California, County of Los Angeles. A true and correct copy of the Complaint filed by California Commercial Wiring is attached hereto as **Exhibit "C"**. ESI's Answer is due on or about January 21, 2009.

g. On or about December 22, 2008, ESI received Notice of Intent to File Lien in the amount of \$442.00 from Flat and Vertical, Inc., a supplier to the electrical subcontractor.

h. On or about January 6, 2009, Essco Wholesale Electric, a supplier to the electrical subcontractor, recorded a Mechanic's Lien and Stop Payment Notice seeking payment in the amount of \$19,946.80.

i. On or about January 8, 2009, ESI was served with a lawsuit filed by Interior Experts General Builders, Inc., the drywall/metal stud subcontractor on the Santa Clarita store. A true and correct copy of the Complaint filed by Interior Experts General Builders, Inc. is attached hereto as **Exhibit "D"**. ESI's Answer is due on or about February 9, 2009.

4. With respect to Circuit City Store #3396 in Palm Desert, California, I submit the following:

- a. On or about March 20, 2008, ESI entered into a construction contract with Circuit City for the construction of Store #3396 in Palm Desert, California (“Palm Desert Contract”).
- b. On April 28, 2008, ESI served a pre-lien notice on Circuit City, the Reputed Owner, and the Reputed Construction lender or Lessee with respect to ESI’s work on the Palm Desert store. A true and correct copy of ESI’s Preliminary Notice and the documents evidencing service of said notice is attached hereto as **Exhibit “E”**.
- c. On or about November 10, 2008, ESI was owed approximately \$828,093.12 on the Palm Desert Contract. Of the \$828,093.12 due and owing to ESI \$660,824.88 is due directly to subcontractors who performed work and/or supplied materials to the Palm Desert Circuit City store.
- d. On or about November 19, 2008, ESI received notice that Robertson’s Ready Mix, recorded a Mechanic’s Lien in the amount of \$14,479.01 for material supplied to Dixie Construction Company, the concrete subcontractor on the Palm Desert Store.
- e. On or about November 19, 2008, ESI received notice that Dan’s Roofing, Inc., the roofing subcontractor on Store #3396, recorded a Mechanic’s Lien in the amount of \$14,955.00.
- f. On November 21, 2008, ESI filed a Mechanic’s Lien on the real property and, in addition, on Circuit City’s leasehold interest therein. Attached hereto as **Exhibit “F”** is a true and correct copy of ESI’s Mechanic’s Lien (“Palm Desert”). The last day upon which ESI can foreclose its Palm Desert lien is February 19, 2009.

g. On or about December 1, 2008, ESI received a demand for payment on behalf of CI Plumbing, the plumbing subcontractor, in the amount of \$28,613.62.

h. On or about December 1, 2008, ESI received notice that Interior Experts General Builders, Inc., the drywall/metal stud subcontractor, recorded a Mechanic's Lien in the amount of \$115,988.89.

i. On or about December 5, 2008, ESI received notice that Robertson's Ready Mix recorded a second Mechanic's lien in the amount of \$2,508.50 for materials supplied to General Masonry and Concrete, the masonry subcontractor on Store #3396.

j. On or about December 8, 2008, ESI received notice that General Masonry and Concrete, the masonry subcontractor, recorded a Mechanic's Lien in the amount of \$37,647.77.

k. On or about December 17, 2008, ESI received a demand letter and threat of lien from Essco Wholesale Electric, a supplier to California Commercial Wiring, in the amount of \$13,959.02.

l. On or about December 22, 2008, ESI was served with a lawsuit filed by California Commercial Wiring, the electrical subcontractor on the Palm Desert Store. A true and correct copy of the Complaint filed by California Commercial Wiring is attached hereto as **Exhibit "G"**. ESI's Answer is due on or about January 21, 2009.

m. On or about December 22, 2008, ESI received a Notice of Intent to File Lien from Flat and Vertical, Inc., a supplier to the electrical subcontractor, in the amount of \$1,316.00.

n. On or about January 8, 2009, Millicon, Inc., the EFIS subcontractor, recorded a Mechanic's Lien in the amount of \$87,361.02.

5. With respect to Circuit City Store #3878 in Brea, California, I submit the following:

- a. On or about February 13, 2008, ESI entered into a construction contract with Circuit City for the construction of Store #3878 in Brea, California (“Brea Contract”).
- b. On April 28, 2008, ESI served a pre-lien notice on Circuit City, the Reputed Owner, and the Reputed Construction lender or Lessee with respect to ESI’s work on the Brea store. A true and correct copy of ESI’s Preliminary Notice and the documents evidencing service of said notice is attached hereto as **Exhibit “H”**.
- c. On or about November 10, 2008, ESI was owed approximately \$119,330.78 on the Brea Contract.
- d. On November 10, 2008, ESI filed a Mechanic’s Lien on the real property and, in addition, on Circuit City’s leasehold interest therein. Attached hereto as **Exhibit “I”** is a true and correct copy of ESI’s Mechanic’s Lien (“Brea Claim of Lien”). The deadline for ESI to foreclose on its Brea Claim of Lien is February 6, 2009.

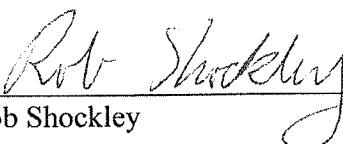
6. With respect to Circuit City Store #4313 in La Habra, California, I submit the following:

- a. On or about February 13, 2008, ESI entered into a construction contract with Circuit City for the construction of Store #4313 in La Habra, California (“La Habra Contract”).
- b. On April 22, 2008, ESI served a pre-lien notice on Circuit City, the Reputed Owner, and the Reputed Construction lender or Lessee with respect to ESI’s work on the La Habra store. A true and correct copy of ESI’s Preliminary Notice and the documents evidencing service of said notice is attached hereto as **Exhibit “J”**.

c. On or about November 10, 2008, ESI was owed approximately \$247,488.98 on the La Habra Contract.

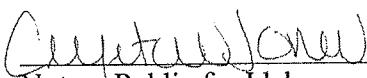
d. On November 12, 2008, ESI filed a Mechanic's Lien on the real property and, in addition, on Circuit City's leasehold interest therein. Attached hereto as **Exhibit "K"** is a true and correct copy of ESI's Mechanic's Lien. On December 10, 2008, ESI recorded a partial release in the amount of \$4,291. The deadline for ESI to foreclose on its La Habra Claim of Lien is February 10, 2009.

FURTHER YOUR AFFIANT SAYETH NAUGHT.



Rob Shockley

SUBSCRIBED AND SWORN to before me this 14th day of January, 2009.



Notary Public for Idaho
Residing at Murri, Idaho
Commission expires: 12-28-2014

